

FILED  
IN CLERK'S OFFICE  
US DISTRICT COURT E.D.N.Y.

★ JUL 25 2012 ★

BROOKLYN OFFICE

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

Franklin Miranda, pro se,

Plaintiff,

-against-

Bank of America,

Defendant.

x

: Case No. CV 12-01784 (ENV)(LB)

:

: STIPULATION OF SETTLEMENT  
: AND ORDER OF DISMISSAL

:

:

x

WHEREAS, plaintiff pro se Franklin Miranda filed a complaint on April 11, 2012 alleging that defendant Bank of America, N.A., incorrectly sued herein as Bank of America, violated the Fair Credit Reporting Act; and

WHEREAS, the parties are interested in resolving the issues alleged in the complaint in this action, and have negotiated in good faith for that purpose; and

WHEREAS, none of the parties to the above-captioned action is an infant or incompetent person; and

WHEREAS, the parties in the above-captioned action wish to discontinue the litigation;

IT IS HEREBY STIPULATED AND AGREED by and between the parties and/or their respective counsel as follows:

1. The parties hereby agree that the above-captioned action is dismissed and discontinued with prejudice, as to the named defendant, pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.
2. Any and all claims for damages by plaintiff which are the subject of this action or otherwise arise out of any incidents alleged in the complaint are hereby settled, as

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against the named defendant, for the sum of \$350.00 in full satisfaction of all claims.

3. The check for payment of the sum stated in Paragraph #2, above, shall be drawn to the order of the plaintiff and mailed to him at his present address. It is expressly understood by the parties that defendant Bank of America, N.A. cannot issue such check until it receives an executed Form W-9 from plaintiff. Plaintiff shall provide counsel for defendant Bank of America, N.A. with an executed Form W-9.

4. In consideration of the payment of the sum stated in Paragraph #2, above, and other good and valuable consideration paid to plaintiff by defendant Bank of America, N.A., receipt of all of which is hereby acknowledged, plaintiff releases and discharges Bank of America, N.A. and Bank of America, N.A.'s respective, officers, directors, shareholders, attorneys, agents, employees, direct or indirect parent corporations and entities, predecessor corporations and entities, subsidiaries, affiliates, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bills, bonds, specialties, contracts, covenants, controversies, agreements, promises, variances, trespasses, judgments, damages, executions, claims and demands whatsoever, in law, admiralty or equity, and all whether known or unknown, or whether asserted or which may have been asserted, which against Bank of America, N.A., the plaintiff and plaintiff's heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any

matter, cause or thing whatsoever from the beginning of the world to the day of the date of this Stipulation of Settlement .

5. Nothing in this So Ordered Stipulation of Settlement shall be construed as an admission or concession of liability whatsoever by any of the defendants regarding any of the allegations made by the plaintiff in the complaint.
6. Payment of the amount stated in Paragraph #2, above, will be made within thirty (30) days after the approval of this stipulation by the Court, provided plaintiff has executed a Form W-9 and delivered that form to defendant's counsel.
7. This Stipulation of Settlement and any Order entered thereon shall have no precedential value or effect whatsoever and shall not be admissible in any other action or proceeding as evidence or for any other purpose except in an action or proceeding to enforce this Stipulation of Settlement.
8. This So Ordered Stipulation of Settlement embodies the entire agreement of the parties in this matter.
9. This Stipulation of Settlement may be executed in separate counterparts, all of which taken together shall constitute one document for filing with the Court and this Stipulation of Settlement may be executed by facsimile, pdf, email, or other electronic or reproduced signatures, which shall be deemed original signatures for all purposes and fully binding upon the parties, and which may be so filed with the Court without further notice.

Dated: Queets, New York

~~July 5, 2012~~  
July 5, 2012

*[Signature]*

Freddie Miranda, Pro se  
69-15 Cooper Avenue  
Queens, NY 11385  
(917) 333-3333

Dated: White Plains, New York

July 5, 2012

WILSON ELZER MOSKOWITZ EDELMAN &  
DICKER LLP

*[Signature]*

By: Morgan L. McCord  
Attorneys for Defendant  
Bank of America, N.A.  
300 Main Street  
White Plains, NY 10604-3407  
(914) 323-7000

SO ORDERED:

Dated: Brooklyn, New York

\_\_\_\_\_, 2012

*The Clerk is directed to  
close this case.*

Application Granted

SO ORDERED

Brooklyn, New York

Dated: JUL 20 2012

Eric N. Vitaliano  
United States District Judge